



Commonwealth of Virginia  
Virginia Information Technologies Agency

**COMPUTER BASED TRAINING PRODUCTS & SERVICES**

**Optional Use Contract**

Date: May 22, 2008

Contract #: VA-080505-DUNS

Authorized User: State Agencies, Institutions and Other Public Bodies  
as defined in the *Code of Virginia*, §2.2-4304

Contractor: Dunson & Associates, Inc.  
7002 Tamarack Court  
Clayton, OH 45315

FIN: 31-1444608

Contact Person: Crystal Dunson  
Phone: 937-854-5940  
Fax: 937-954-5941  
[crystal@dunsonandassociates.com](mailto:crystal@dunsonandassociates.com)

Contract Discount From Price List: See attached "Pricing Schedule" - Exhibit A

Term: May 6, 2008 – April 30, 2010

Payment: Net 30 days

For Additional Information, Please Contact:

Virginia Information Technologies Agency  
Supply Chain Management

Doug Crenshaw  
Phone: 804-416-6160  
E-Mail: [doug.crenshaw@vita.virginia.gov](mailto:doug.crenshaw@vita.virginia.gov)  
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA):** Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

CONTRACT # VA-080505-DUNS  
CONTRACT CHANGE LOG

[illegible]



# COMMONWEALTH of VIRGINIA

## VIRGINIA INFORMATION TECHNOLOGIES AGENCY

### SUPPLY CHAIN MANAGEMENT

11751 Meadowville Lane

Chester, VA 23836

### INVITATION for BID: IFB 2008-08 R

**Date Issued: March 5, 2008 Date/Time Due: Mar. 20, 2008 @ 2:00 pm Public Opening Date/Time: Mar. 20, 2008 @ 2:15 pm**

THIS PROCUREMENT IS BEING CONDUCTED ON BEHALF OF VITA AND OTHER PUBLIC BODIES

Sealed Bids for furnishing the Products and/or Services set forth in this Solicitation will be returned to the Issuing Office address above.

This is an advertised Solicitation consisting of the Adobe PDF file as posted in eVA, which contains (1) This page; (2) Solicitation Instructions; (3) Contract Terms and Conditions and all Exhibits thereto; and any other amendments, provisions, representations, certifications or specifications as are attached or incorporated therein by reference.

### SUPPLIER

COMPANY NAME:	<u>Dunson &amp; Assoc., Inc.</u>	SALES CONTACT:	<u>Crystal Dunson Watson</u>
ADDRESS:	<u>7002 Tamarack Ct.</u>	TITLE:	<u>Principal</u>
		PHONE NO:	<u>937-854-5940</u>
CITY/STATE/ZIP:	<u>Clayton, OH 45315</u>	FAX:	<u>937-954-5941</u>
FEIN:	<u>31-1444608</u>	E-MAIL ADDRESS:	<u>crystal@dunsonandassociates.com</u>
WEBSITE URL:	<u>www.dunsonandassociates.com</u>	Signature:	<u><i>Crystal Dunson Watson</i></u>

### COMPUTER BASED LEARNING PRODUCTS and SERVICES

Products/Services:	Computer Based Training Products and Services
Authorized Users:	State agencies, institutions and other Public bodies as defined in VA Code § 2.2-4304.
Contract Term:	Two (2) years, with three optional one (1) year renewals
Pricing:	SEE Exhibit "A"
Delivery:	7 days After Receipt of Order (ARO), or as stated in order
Shipping Costs:	FOB Destination
Pricing:	Government and Education discounts taken from Index list price (see Pricing Schedule)
Warranty:	Standard warranty
Orders:	Order Process Required: via eVA Direct Order (preferred) or Local Purchase Order

#### VITA SCM Contacts:

##### Solicitation

*George S. Goodman, Jr.*

Voice: (804) 416-6162

Fax: (804) 416-6361

E-mail Address [george.goodman@vita.virginia.gov](mailto:george.goodman@vita.virginia.gov)

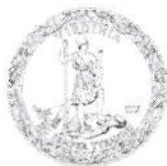
##### Contract Administration/Compliance

*Charles Townes, Acting Contracts Manager*

(804) 416-6088

(804) 416-6361

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



## COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.  
CIO of the Commonwealth  
Email: lem.stewart@vita.virginia.gov

Virginia Information Technologies Agency  
11751 Meadowville Lane  
Chester, Virginia 23836-6315  
(804) 416-6100

George Goodman  
804-416-6162

March 24, 2008

### IFB #2008-08R

**MEMORANDUM:** All Potential Bidders

**Re:** Amendment # 2 to the IFB

**Note:** All potential bidders should sign this document in the space provided and return

The Solicitation documents, IFB #2008-08 for Computer Based Training and its Pricing Spreadsheet, issued on February 29, 2008 were previously amended on March 5, 2008.

The attached changes are made to the terms and conditions of IFB 2008-08R for Computer Based Training via this amendment #2.

The Due Date and Time of the IFB is here by changed to 2:00 pm on March 27, 2008.

George S. Goodman, Jr., Sourcing Specialist  
Supply Chain Management, VITA

By signing and returning this document the bidder acknowledges all the changes incorporated herein.

Name of company: Dwyer & Assoc., Inc.

Date: 3/26/08

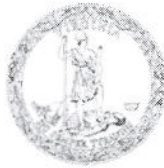
Signature: [Handwritten Signature]

Title: Principal

Telephone: 937-854-5940

AN EQUAL OPPORTUNITY EMPLOYER





## COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.  
CIO of the Commonwealth  
Email: lem.stewart@vita.virginia.gov

Virginia Information Technologies Agency  
11751 Meadowville Lane  
Chester, Virginia 23836-6315  
(804) 416-6100

George Goodman  
804-416-6162

March 5, 2008

### RFP 2008-08

**MEMORANDUM:** All Potential Bidders

**Re:** Amendment # 1 to the IFB

**Note:** All potential bidders should sign this document in the space provided and submit with their response

The following changes were made to IFB 2008-08 via this amendment #1:

The Solicitation document, IFB #2008-08 for Computer Based Training, and accompanying Pricing Spreadsheet have been replaced in their entirety with IFB #2008-08R and the accompanying Revised Pricing Spreadsheet for IFB #2008-08R. Please disregard the IFB document #2008-08 and its Pricing Spreadsheet issued on February 29, 2008.

Changes to the IFB #2008-08 were primarily for the purpose of clarification and elimination of duplication. There were some changes in the software titles listed in the Pricing Spreadsheet to bring the listed software up to the latest versions.

The Due Date and Time of the IFB has not been changed.

George S. Goodman, Jr., Sourcing Specialist  
Supply Chain Management, VITA

By signing and returning this document the bidder acknowledges all the changes incorporated herein.

Name of company: Dunsey & Assoc, Inc. Date: 3/26/08

Signature: [Signature]

Title: Principal

Telephone: 937-854-5940

AN EQUAL OPPORTUNITY EMPLOYER

## SOLICITATION INSTRUCTIONS

### A. Explanation to Bidders

Any request for clarification or explanation regarding this solicitation, including the specifications, terms and conditions, or Pricing Exhibit, must be submitted in writing to the Single Point of Contact (SPOC) identified on the cover page of this solicitation not later than five (5) days prior to bid opening.

BIDDER IS STRONGLY ADVISED TO READ THESE INSTRUCTIONS, REVIEW THE PRICING EXHIBIT located at "A", AND READ ALL TERMS AND CONDITIONS PRIOR TO SUBMITTING A BID. BIDDER IS FURTHER ADVISED TO CHECK THE VIRGINIA E-PROCUREMENT WEBSITE (<http://www.eva.virginia.gov/>) FOR ANY AMENDMENTS OR CHANGES TO THIS SOLICITATION. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA) (§§ 2.2-4300 et seq. of the Code of Virginia).

Any explanation from VITA will be in the form of an amendment to the solicitation (see "AMENDMENT OF SOLICITATION" below). Oral explanations or instructions given before the award of a contract will not be binding.

eVA, the Virginia e-procurement website, located at <http://www.eva.virginia.gov/>, also provides information about acquisitions conducted by VITA for Information Technology-related products and services. Bidders are invited to check eVA regularly. This solicitation and any related documents are available from eVA.

### B. Amendment of Solicitation

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to eVA.

If the bid opening date is extended, the new date and time will be clearly shown on the face of the amendment.

Bidder is required to sign and return a copy of any and all amendments with its bid to indicate that it has a copy of the document(s) and is aware of the changes made.

### C. Preparation of Bid

Bid shall be submitted on the forms furnished unless otherwise specified in the solicitation and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Bids submitted by electronic means (e.g., e-mail, fax) other than eVA will not be considered. Bidder may not submit multiple (additional or alternate) bids in a single envelope.

Bidder is required to enter its Federal Employer Identification Number (FEIN) in the space provided on the cover page of this solicitation. Failure to enter a number in the space provided or to provide a correct FEIN may delay award or result in VITA determining that the Bidder is not able to conduct business with the Commonwealth. It is the Bidder's responsibility to provide the correct FEIN and to keep VITA updated as to any changes in Bidder's status.

The Pricing bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the Pricing Exhibit unless otherwise specified therein. The Pricing Exhibit A may be a representation of some sub-group of contract line items used simply for evaluation purposes, thus creating a "Market Basket" of contract items. This may be done in cases where a fixed contract discount percentage or other discount schedule is requested (such as separate government and education pricing/discounts) instead of actual line item prices. If discount pricing is requested, the discount bid must be taken from a publicly available price list (such as an OEM/publisher's "List Price" document or GSA Schedule).

Where the Pricing Exhibit A explicitly requires that the Bidder bid on all items (i.e., an all-or-none requirement), Bidder's failure to do so will disqualify the bid. When submission of a price on all items is not required, Bidder should insert the words "no bid" in the space provided for any item on which no price is submitted.

Bidder shall include with its bid a signed copy of the Certification Regarding Lobbying which is provided as Exhibit C to this solicitation.

Additional bids may be submitted, when in the Bidder's judgment it can provide more than one solution which meets the required specifications of the procurement. Any additional bid shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. An additional bid shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the additional bid.

BIDDERS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BIDS AND ANY MODIFICATION



TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF ITS BID.

**D. Submission of Bids**

TO BE CONSIDERED, A BID MUST BE RECEIVED AT THE ISSUING OFFICE ADDRESS ON OR BEFORE THE DATE AND HOUR DESIGNATED. If hand carried, deliver to the VITA receptionist located at the Issuing Office address indicated on the cover page of this solicitation. Bidder must pay particular attention to ensure that the bid is properly addressed. VITA is not responsible if the bid is not properly addressed. VITA is not responsible if the bid does not reach the Issuing Office's address specified by the date and time identified on the cover page of this solicitation. Sealed bids received after the date and hour specified are automatically disqualified and will not be considered. All bids must be sealed, addressed to the address shown as the Issuing Office of the solicitation, and marked on the outside of the Bidder's envelope as in the example below. Failure of the Bidder to comply with the aforesaid sealing, addressing, and marking requirement may result in a premature opening of, or a failure to open, the bid.

From:                      Name of Bidder, Street or Box Number, City, State, ZIP Code                      Due Date                      IFB No.

Submission of a "no bid" is neither required nor requested.

By submitting a bid, Bidder certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor is Bidder an agent of any person or entity that is currently so debarred.

**E. Registration with eVA**

In order to be awarded any contract as a result of this solicitation, Bidder is required, by date of award, to be registered with eVA. If already registered with eVA, Bidder is advised to print the eVA page which lists its firm name and submit it with the bid response. If not registered, Bidder is advised to register at <http://evaregishelp.dqs.virginia.gov>.

Bidder is advised to print a copy of the completed registration confirmation and submit it with the bid response.

**F. Late Bids, Modifications of Bids Or Withdrawals of Bids**

Any bid received at the Issuing Office designated on the cover page of this solicitation after the exact date and time specified for receipt will not be considered for award.

A bid may be amended and/or withdrawn by a Bidder if the office issuing the bid receives a written request to amend or withdraw such bid before the date and hour for receipt of bids set forth on the cover page of this solicitation. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall constitute the withdrawal of any prior bid submitted by the same Bidder on the same solicitation, unless specified otherwise.

**G. Public Opening of Bids**

Bids will be publicly opened at the time and date specified on the cover page of this solicitation. Bids will not normally be evaluated at the bid opening. All bids will be opened at the Issuing Office location shown on the cover page of this solicitation.

**H. Demonstrations and Investigations**

VITA reserves the right to require a Bidder to demonstrate, to the satisfaction of VITA, that the products or services offered will perform in a completely acceptable manner and will meet or exceed the specifications referenced in the solicitation. The demonstration site and time will be subject to agreement between VITA and Bidder.

VITA may make such reasonable investigations as deemed proper and necessary to determine the Bidder's qualifications to perform services or furnish the goods as outlined in this solicitation. The Bidder shall furnish to VITA all such information for this purpose as may be requested. VITA reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. VITA further reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy VITA that such Bidder is qualified to carry out the obligations of the contemplated contract.

**I. Pricing**

Bidder is required to complete and submit the Exhibit A, Pricing included in this solicitation.

**J. Contract Terms and Conditions**

The terms and conditions contained in Exhibit D are mandatory and are the only terms and conditions that will govern any contract awarded as a result of this solicitation. Any modification, addition, clarification, or change to the mandatory terms and conditions by the Bidder shall cause the bid to be rejected.



If the Bidder includes additional terms and conditions, regardless of form, they will not be considered by VITA and will have no consequence to any resulting contract.

Neither VITA nor any public body which may place an order pursuant to any contract resulting from this solicitation is authorized to sign or execute any additional contract, license or other agreement, including shrink-wrap Software, containing contractual terms and conditions as a result of this procurement. Any documents signed by persons other than the individuals identified on the cover page of this solicitation, or individuals having contractually binding authority of the bidder, shall not be binding on VITA or any other public body. Bidder is encouraged to carefully read all of the Terms and Conditions prior to submitting a bid.

**K. Bid Validity Period**

Any bid submitted in response to this solicitation shall be valid for ninety (90) days. At the end of ninety (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it shall remain in effect until an award is made or the solicitation is canceled.

**L. Award of Contract**

An award, if made, will be up to a total of four (4) responsive and responsible Bidders per category; three (3) with the lowest total price for the items listed on the Exhibit A, Pricing and one award may be made to a certified DMBE small business offering a reasonable price that is other than the lowest bidder.

VITA and any other public body or authorized user to place an order pursuant to any contract resulting from this solicitation reserve the right to purchase additional quantities of any of the items listed at the price quoted, or at a lower price, at any time during the term of the contract, if any, resulting from this solicitation, including any extensions thereto.

Pursuant to § 2.2-4318 of the Code of Virginia, VITA reserves the right to negotiate with the lowest responsive and responsible Bidder if such Bidder's bid exceeds available funds. VITA reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making an award or awards, whenever it is deemed in the sole opinion of VITA to be in the best interest of the Commonwealth.

VITA, in its sole discretion, may not make an award to any Bidder who is not current with its Industrial Funding Adjustment (IFA) payments as of the date of the award. Pursuant to §2.2-4321.1 of the Code of Virginia, and except as provided therein, VITA is prohibited from awarding a contract to any Bidder who owes back taxes to the Commonwealth of Virginia.

No award shall be made pursuant to this solicitation to any Bidder who, as of the date of award, is debarred from being a contractor to the Commonwealth of Virginia.

No award shall be made pursuant to this solicitation to any Bidder who, as of the date of award, appears on any of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs. Any Bidder awarded a contract pursuant to this solicitation who becomes a party excluded from Federal Procurement and Non-procurement Programs is hereby notified that its status as such a party shall be grounds for termination of its contract.

**M. Award Notices**

Upon the completion of evaluation, and if VITA determines to make an award, VITA will post a NOTICE OF AWARD (NOA). The notice will be publicly posted ten (10) days on eVA.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED. Results will be made available in eVA as soon as a decision is made.

**N. Anti-Collusion Certification**

By Bidder's signature on the face of its bid, Bidder certifies that its bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Bidder understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and Bidder's representative certifies that he or she is authorized to sign the bid for the Bidder's firm.

**O. Protests of Awards**

All protests of awards shall be conducted in accordance with the provisions of the VPPA and VITA's Alternative Dispute Resolution procedure.

**P. Bidder Trade Secrets or Proprietary Information**

VITA reserves the right to use information submitted in response to this document in any manner it may deem appropriate in evaluating the responsiveness and responsibility of the Bidder. Ownership of all data, materials,



and documentation originated and prepared for VITA pursuant to this solicitation shall rest exclusively with VITA and shall be subject to public inspection in accordance with the §2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 of the Code of Virginia shall not be subject to the Virginia Freedom of Information Act (§ 2.2- 3700 et seq.) if the bidder, offeror, or contractor requests protection of such trade secrets or proprietary information by the following:

- i). invoking the protections of this section in writing prior to or upon submission of the data or other materials,
- ii). identifying specifically the data or other materials to be protected, and
- iii). stating the reasons why protection is necessary.

FAILURE TO COMPLY WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO SUPPLIERS OR THE PUBLIC AS PROVIDED FOR IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

Bidder must provide as a separate appendix to its bid a list of all pages in the bid that contain proprietary information and the reason it deems such information proprietary. Only pages referenced in that list will be treated as proprietary. The classification of an entire bid as proprietary or trade secret, or the classification of line item prices as proprietary or trade secret, is not acceptable and may be deemed non-responsive. Bidder may be asked to provide a fully redacted copy of its bid on CD-ROM and hardcopy to be utilized in those circumstances where public bid review is needed.

**Q. Alternative Dispute Resolution**

By signing and submitting a bid under this solicitation, the Bidder agrees to submit any dispute, protest, or appeal of a protest denial to VITA's alternative dispute resolution procedures. Such use of VITA's alternative dispute resolution procedures shall be concurrent with and not in lieu of the Bidder's other statutory protest appeals outlined in §§2.2-4364 and 4365 of the Code of Virginia.

**R. Small, Woman, and Minority (SWaM) Owned Businesses and Service-Disabled Veteran-Owned Businesses**

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities as well as businesses owned by service-disabled veterans and to encourage their participation in State procurement activities. The Commonwealth encourages all suppliers to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

A supplier which is a SWaM business or a business owned by a service-disabled veteran, and is registered with the Department of Minority Business Enterprise (DMBE), should include a copy of its certification or its certification number in its proposal. A Supplier which is a SWaM business or a business owned by a service-disabled veteran but which is not registered with DMBE, can register at <http://www.DMBE.virginia.gov>.

If Supplier intends to utilize subcontractors to provide any good or service under its contract then Supplier shall provide a Small Business Subcontracting plan. If Supplier does not plan to use subcontractors in executing a contract resulting from this IFB, Supplier shall so state.

By the 10th day of every month, Supplier shall submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report (template available at <http://www.vita.virginia.gov/procurement/documents/SWaMSubcontractingReportTemplate.xls> Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or service under this Contract. Supplier shall submit the report to [SWaM@vita.virginia.gov](mailto:SWaM@vita.virginia.gov). The SwaM subcontracting report should also include spend on all Supplier's contacts with second-tier suppliers who may be small businesses owned by service-disabled veterans.

**S. Solicitation Description and Invitation For Bid Process.**

VITA will use the competitive sealed bidding process for this solicitation. Bidders must submit their responses in a sealed package; clearly marked "**IFB #2008-08R**" with the Due Date and Time clearly marked.

The solicitation consists of:

- IFB 2008-08R Cover Page



- Solicitation Instructions
- Exhibit A - Pricing
- Exhibit B - Requirements
- Exhibit C - Certification Regarding Lobbying
- Exhibit D – Contract Terms and Conditions

VITA reserves the right to initiate any inquiries and conduct any tests it may deem advisable and to make all evaluations necessary. VITA also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of VITA to be in its best interest.

VITA, in its sole discretion, will **accept or reject** each Response, based upon each bid's responsiveness, the responsibility of the bidding firm, and Qualifications of the Bidder.

Bidders will be notified of the results of this competitive procurement when the Notice of Award is posted in eVA. Verbal or telephonic inquiries regarding the status of bids will not be accepted.

#### **T. Contract Terms and Conditions**

See the electronic document entitled "IFB 2008-08R Computer Based Training.doc" posted with this solicitation at the eVA website. Exhibit D contains the mandatory Contract Terms and Conditions. Bidder shall print a copy of the requested sections of the solicitation document, including any and all exhibits, attachments or amendments thereto, and include such copies with all required signatures, with its bid response.

## **EXHIBIT B: SECTION 1: IFB PROCEDURES**

### **A. PURPOSE**

The purpose of this Invitation for Bids is to establish a statewide contract for the purchase of computer based training (CBT) courses, materials and related services by Commonwealth entities, hereinafter called Authorized Users<sup>1</sup>.

For purposes of this solicitation, CBT offerings are divided into two (2) course categories,

- Information Technology (IT) Professional Development,
- Desktop Applications/End User Computing.

A "market basket" sample of courses is listed in the "Pricing Spreadsheet" for award and evaluation purposes. However, this sampling is not intended to limit the bidder's course offerings and bidders are encouraged to list as many courses as they want to be included under a proposed contract, if so awarded by VITA.

Contract usage or purchase volume is uncertain for the awarded contracts. These contracts will be optional-use contracts. An award does not guarantee any purchase by a Commonwealth of Virginia Authorized User.

### **B. Scope**

This document contains the instructions governing the bid offer being submitted and the material and format in which bid offers are to be structured. Also included are mandatory contractual terms and conditions.

#### **1. GOVERNING DOCUMENTS**

The governing documents for this solicitation shall be only the most recently dated solicitation as issued and published on the DGS website at: [www.http://www.eva.virginia.gov](http://www.eva.virginia.gov) . These files include the IFB 2008-08 solicitation documents and MS Excel spreadsheet file for use in submitting the pricing and other data, as well as any and all appendices, attachments, answers to vendor questions, amendments and other pertinent documents if and as appropriate.

<sup>1</sup> Any state agency, institution of higher education, locality or local school division, political subdivision or other public body as defined in the Code of Virginia, §2.2-4304.

### **C. Pre-Bid Conference**

None.

### **D. Vendor Understanding of Requirements**

It is the Bidder's responsibility to inquire about and clarify any requirement of this IFB that is not clearly understood by the Bidder. Verbal questions are discouraged as verbal answers provided are non-binding to this solicitation. The Commonwealth will not be bound by any verbal responses to questions. All inquiries concerning this IFB should be submitted in writing to:

George S. Goodman  
Virginia Information Technologies Agency  
11751 Meadowville Lane  
Chester, Virginia 23836

All written inquiries must be received by the Issuing Office on or before the close of business, March 14, 2008. E-mail is preferred. Please direct e-mail, with "IFB 2008-08R" in the Subject line, to the attention of : George S. Goodman. at this e-mail address:

George.goodman@vita.virginia.gov

No further written inquiries will be accepted after the above referenced date. In the event the due date of this solicitation is changed, for whatever reason, further written inquiries must be received within sufficient time prior to the revised due date so that written amendment(s) can be issued in eVA.

#### **E. Identification of Bids**

The cover page of the solicitation must be returned, bearing the authorized signature of a responsible representative of the bidder, and other requested information on that page, including the offering firm's Federal Identification Number (FIN). One paper copy of the complete bid offer, including pricing must be submitted for contractual purposes. Bid offer must also be submitted on CD-ROM discs, and shall be clearly marked on the outside cover of all envelopes, boxes, CD-covers or packages, and also on the individual CD-ROM discs themselves, as follows:

From: Name of Bidder  
Street or P.O. Box Number  
City, State, Zip Code  
IFB Number 2008-08R  
*(Bid offer, Redacted Bid Offer or Pricing Spreadsheet)*

The CD-ROM discs must be individually labeled with their contents. The labeling information should be printed on the CD-ROM media.

#### **F. Oral Presentation/Demonstration**

An oral presentation and or demonstration by the Bidder may be required. If an oral presentation/demonstration is required to clarify or substantiate any area contained in the bidder's response, the Issuing Office will schedule a time and place for the presentation. The bid offer must be complete in all respects, as oral presentations and demonstrations MAY NOT be scheduled. All costs incurred by a Bidder to provide oral presentations/demonstrations are the responsibility of the Bidder.

#### **G. Bid Format**

When preparing a bid offer, bidders must adhere to the following general instructions in order to bring clarity and order to their solicitation response and the subsequent evaluation process. The bid offer is to be delivered in several parts or elements, all within a single main response envelope labeled with the Bidder Firm name and the Solicitation number. All parts are to be submitted, both paper/hard copy and separate CD-ROM discs, each clearly and appropriately labeled. The required bid elements are as follows:

1. The first element is the cover sheet of this solicitation document. It must be signed by the Bidder's contractually binding authority, and must be submitted to the issuing Office identified on the face page of the solicitation. The firm's address, contact person and other information, including the firm's FEIN must also be entered in the spaces provided on this page.
2. One complete paper/hard copy of each separate bid offer, including the complete solicitation document, and hard copies printed from all files submitted on CD-ROM, must be submitted in a sealed envelope labeled "IFB 2008-08R Bid Response – Paper Copy." The paper/hard copy documents will be used for contractual purposes when making a bid award.

3. All CBT courses and related services offered must be listed in a **Listing Spreadsheet**. This Listing must include the information shown in the table below. A complete CBT product and optional service(s) listing shall consist of all:
- CBT courses/products offered.
  - Related services offered.
  - Bid prices offered (derived from the Cost Ratio and URL, both from the **Pricing Spreadsheet**)
  - URL of Publisher's web page(s) where pricing can be verified and information and descriptions of CBT courses offered can be viewed.



All document(s) file(s) must also be submitted in an appropriately labeled sealed envelope, in MS Word format on an appropriately labeled CD-ROM disc, in a Table formatted as follows:

<b>Company Name</b>	<b>Course Title</b>	<b>Delivery Medium</b>	<b>Course ID#</b>	<b>Bid Price (CR x IP)</b>	<b>Cost Ratio</b>	<b>Index Price</b>	<b>Index URL</b>
<b>SAMPLE CO.</b>	MS Word 2003 – Level 1	1 user, CD-ROM	PI- 111222c	\$77	.77	\$100	<a href="http://www.sampleco.com/msword/111222.html">www.sampleco.com/msword/111222.html</a>

4. **Pricing Spreadsheet**, (see Section 2). The Pricing Spreadsheet (downloaded from the eVA website) is to be submitted on a clearly marked CD-ROM disc. The Pricing Spreadsheet must be delivered in accordance with instructions contained in Section 2. Be advised, you are required to download a MS Excel spreadsheet file for your required use in submitting this cost information. You must follow the instructions given for downloading and supplying required information and costs by inserting data into the spreadsheet file supplied at the eVA website (see Section 1.10). This cost information must be submitted in MS Excel format, and only one CD-ROM disc is required.
5. A redacted bid offer, but only if necessary, for identification of proprietary information. The revised bid offer, with proprietary information redacted, is to be submitted on a separate CD-ROM disc. Data that has been removed must be so noted and there must be an explanation for each item removed as proprietary. NOTE: IT IS NOT ACCEPTABLE TO MARK AN ENTIRE DOCUMENT AS PROPRIETARY. IT IS ALSO UNACCEPTABLE TO MARK THE BID PRICING AS PROPRIETARY.
6. If the Bidder is not the Publisher or OEM of CBT products offered, the Bidder must supply a hard copy, written confirmation, signed by a responsible person from the Publisher or OEM, that states that the bidder is an authorized reseller of all Publisher or OEM products and services offered.

#### H. eVA Website

The Commonwealth maintains an e-procurement portal at <http://www.eva.virginia.gov>. Bidders are requested to check this site prior to submitting bids, in the event the solicitation is amended or extended. Failure to check for amendments does not relieve the Bidder from complying with all terms of any such amendment.



## EXHIBIT B: SECTION 2 - MANDATORY REQUIREMENTS

### A. 1. CBT Categories and Requirements

The Commonwealth is seeking to establish multiple Statewide Master Contracts in two CBT categories. The categories are:

- a. Information Technology (IT) Professional Development,
- b. Desktop Applications/End User Computing.

- B. A "market basket" sample of courses is listed in the "Pricing Spreadsheet" for award and evaluation purposes. However, this sampling is not intended to limit the bidder's course offerings and bidders are encouraged to list as many courses as they want to be included under a proposed contract, if so awarded by VITA.

c. The following mandatory requirements apply to these categories:

- o The minimum number of course offerings to be listed in each category to be considered for award shall be:
  - 200 IT Professional Development courses
  - 200 Desktop Apps/End User Computing courses
- o The following delivery mediums must be provided, but are not limited to:
  - DESKTOP based:  
(DISKETTE/CD-ROM/DVD-ROM (or other recorded, mailable medium)
  - WEB based: (Internet/Intranet, online or downloadable)
  - LAN based: (Customer Server, online or downloadable)
- o The following course features must be provided, but are not limited to:
  - Skill Assessments
  - HELP feature
  - Book-marking
  - 30 Day No-Cost Preview
  - Administrative features:
    - registration
    - tracking
    - reporting

### C. Bid Pricing (Pricing Schedule)

#### 1. PRICING WORKSHEET:

**BIDDERS MUST SUBMIT BID PRICING WITHIN THE PROVIDED MS EXCEL FILE, located herein as Exhibit "A", WHICH BEARS THE NAME OF:**

***"IFB 2008-08R Pricing Spreadsheet.xlsx"***

#### 2. THIS FILE MUST BE DOWNLOADED FROM THE eVA WEBSITE LOCATED AT URL:

<http://www.eva.virginia.gov/>

(α) **THIS FILE MUST BE USED UNMODIFIED (EXCEPT For Bidder Information and Pricing) FOR SUBMISSION OF ALL BID PRICING ON THE CD-ROM DISC SUBMITTED IN RESPONSE TO THIS SOLICITATION. PRICING not organized in this manner may cause bid to be ruled non-responsive for failing to specifically address these requirements.**

The instructions for completing the two category worksheets are re-printed here.

## INSTRUCTIONS:

On the following worksheets, enter your firm's data per the following instructions:

## NOTE:

Sample data, shown in red font color, has been inserted as a guide on each sheet.

Enter your firm's name in the "COMPANY NAME" column.

Enter your firm's course data that most closely matches the provided titles.

Enter the course ID number, your part number, as appropriate.

Enter your firm's bid price in the "BID PRICE" column. (NOTE: Bid Price = Index Price x Cost Ratio)

Enter the Publisher's purchase price in the "Index Price" column.

Enter the Publisher's website URL in the "INDEX URL" column (where the published index price for the course can always be found).

## 2. EVALUATION OF PRICING:

**Evaluated Cost (EC)** for each CBT course/product offered will be determined by the numeric sum of bid costs for the Market Basket Sampling of 15 courses (for single course, for 2 to 25 courses and for 100 courses) listed in the Pricing Spreadsheet workbooks, for each category, separately. Ranking of bidders within categories will be ordered in ascending **EC** for the purpose of making multiple awards, up to a total of 4 awards (one of the four will be made to a SWaM supplier) within the two CBT categories.

Awards will be made based upon lowest cost total for the 25 sample courses listed (single user delivered, 2 to 25 user delivered and 100 user delivered pricing). Other courses may be offered and bidders are encourage to list as many other courses as they can provide using the price index they have calculated/offered.

## 3. PRICE CHANGES:

ALL PURCHASE PRICES SHOWN FOR CBT courses/products/services MUST BE NOT-TO-EXCEED PRICES. At no time during this agreement will a Contractor be allowed to exceed the prices offered in the IFB response, except as provided herein. The Master Contract pricing shall therefore be Not-To-Exceed (NTE) pricing. VITA will use the NTE prices in the following manner. Pricing will be tied to an Index (i.e.OEM publisher listed price, etc.). CBT courses/products/services purchase prices offered must be verifiable at the Publisher's or OEM's web site, from the Publisher's or OEM's web-published purchase prices. Government: (i.e. state and local, GSA) purchase prices are preferred, but the OEM's web-published purchase pricing for any class of customer (i.e. retail, etc.) may be utilized to index CBT courses/products/services offered. VITA will use the web-published pricing to calculate a CBT Cost Ratio (CR)<sup>1</sup>. For each training course, and related products and services, the web site URL identified for the OEM shall be the Index web site.

The CR will be determined by first calculating a contract dollar amount (CDA) equal to the purchase price offered. The CR is then calculated by dividing the CDA by the manufacturer's current published government purchase price (MPP). (Figures rounded to the nearest whole dollar.)

All subsequent contract item *purchase price* changes will be governed by the CR for the life of the Master Contract. Any new prices charged for product replacements, whether caused by manufacturer price changes, obsolescence, etc. shall maintain the CR established by the original CR calculation described above. (See example CR calculation below.)

(α) <sup>1</sup> Example CR calculation:

(β) Course ID# "X" purchase price offered is \$109. Therefore, the CDA= \$109.

(γ) The Publisher/OEM published government purchase price, for the same course ID#, is \$149.99. Therefore, (using all rounded figures),  
 $CR = \$109 / \$150 = .726$ . (CR = CDA / MPP).

(δ) .73 (rounded) shall be the CR, for Course ID "X". This CR shall be maintained for the life of the contract for Course ID# "X".

(ε)

## B. Product Substitutions

The Contractor may substitute or replace products that are of equal or greater value and equivalent or greater specification to existing contract items, as necessary, when the change is required due to the Publishers or OEM's course product/service



changes. All changes must be reflected on the Index web site/page designated for that item prior to substitutions of contract items. All subsequent contract item changes, including price, will be governed by the CR for the life of the Master Contract.

### **C. URL Changes**

It is the intent of the Commonwealth to be able to use all URL(s) supplied with the bid offer for the life of the contract. In the event that the URL provided cannot be persistently maintained, the contractor must notify the Contracts Officer, VITA of any and all changes to the index URL(s) 30 days prior to any changes. For award purposes, the URL provided on the printed hard copy will be used to calculate the Cost Ratios for courses/products/services offered. Should any change to the URL(s) provided with the bid offer be made prior to award, but after this solicitation's due date, bidder must notify VITA/SCM immediately. E-mail notification is preferred. Please direct e-mail, with **"IFB 2008-08R, URL Change Notification"** in the Subject line, to the attention of George Goodman at the following e-mail address:

George.goodman@vita.virginia.gov

and also follow up the e-mail message notification with an original hard copy mailed to:

Mr. George Goodman  
Virginia Information Technologies Agency  
11751 Meadowville Lane  
Chester, Virginia 23836

### **D. Bid Evaluation Period**

The Commonwealth may elect to conduct testing of products offered before the award of the Contract. All Bidders should be prepared to provide offered courses/products for such testing prior to award. Should the Commonwealth elect to test a Bidder's offering, the Bidder must provide one (1) evaluation unit for each course listed in the Market Basket sampling. The Delivery Medium specified in the Pricing Spreadsheet will determine how the product is provided for bid evaluation. If the Commonwealth determines that the Bidder's offering does not meet the specifications as stated in the IFB, the bid will be rejected. The Bidder shall be liable for all costs associated with the courses/products submitted for evaluation.

### **E. Warranty/Maintenance**

Contractor shall provide a toll free technical support contact number where end user may obtain assistance with the installation, configuration and use of the CBT product identified in individual purchase orders for the duration of the contract term.

### **F. Use Restrictions**

1. Title to all CBT products ordered under this contract shall remain solely that of the contractor.

2. Delivery medium specified shall determine how CBT products are to be licensed and used by the ordering Agency/Authorized Contract User(s). Usage rights extend to contractors employed by the ordering agency.

The ordering Agency is authorized to copy installed CBT products for backup and archival purposes only.

The ordering Agency shall be responsible for any and all problems arising from hardware or software compatibility problems arising from installation of the CBT product ordered. The contractor will assist in correcting any and all such problems to the maximum feasible degree.

### **H. eVA Business-To-Government Vendor Registration:**

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

EXHIBIT B: SECTION 3 - DATA SHEET

- A. Qualifications of Offeror: Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
- B. Must be an authorized reseller and /or approved provider of the products and/or services by the manufacturer.
- C. Must have provided similar products/services in a similar environment. Please record such information in reference blocks below.
- D. Years in Business: Indicate the length of time your company has been in business providing products/services requested herein.

\_\_\_\_\_8\_\_\_\_\_ Years \_\_\_\_\_ Months

- E. References: Indicate below a listing of references for which your company has recently provided this type of services. Include the dates service was provided, the name, address and phone number of person VITA has permission to contact.

Client	Street Address and Email Address	Contact Person and Phone Number	Begin and End Dates of Service
Shasta County Office of Technology	Shasta County Office of Technology	Tom Schreiber 530-225-0279	POP: 1 yr.
Superior Court of New Jersey-Essex Co.	Superior Court of New Jersey-Essex Co.	Kaz Lobaza 973-226-5328	POP: 1 yr.
Mercer County Community Hospital	Mercer County Community Hospital	Linda Steinbrunner 419-678-2341	POP: 1 yr.
Harlingen/City Hall	Harlingen/City Hall	Sergio Mujica 956-427-8741	POP: 1 yr.



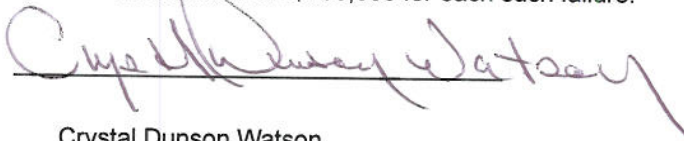
## EXHIBIT C: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Printed Name: Crystal Dunson Watson

Organization: Dunson & Associates, Inc.

Date: March 26, 2008

**EXHIBIT D: MANDATORY CONTRACTUAL TERMS AND CONDITIONS**  
**INVITATION FOR BID (IFB) #2008-08**

This Contract ("Contract") is entered into between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia, (hereinafter referred to as "VITA") on behalf of the Commonwealth of Virginia and other public bodies ("Authorized User") identified on the VITA order to which these terms and conditions are attached ("Order"), and the supplier identified on such Order ("Contractor"). This Contract shall be effective upon execution of the Order by VITA and Contractor.

**1. SCOPE**

Nothing contained in this Contract shall be construed as authority for either party to make commitments beyond the items set forth herein or on the Order.

**2. INCORPORATED CONTRACTUAL PROVISIONS**

The contractual provisions at the following URL are required provisions that are hereby incorporated by reference: <http://www.vita.virginia.gov/procurement/documents/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Contractor is advised to check the URLs periodically.

**3. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**2. Contract Term**

The term of this Contract shall be two (2) years from the date of award by VITA with three optional one (1) year renewals at the sole discretion of the Commonwealth. Expiration of the term of the Contract shall not affect any perpetual license granted hereunder.

**3. TERMINATION AND CANCELLATION**

VITA may terminate this Contract, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). Upon Termination for Convenience, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for services rendered or products delivered by Contractor prior to the termination date.

VITA shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Contract,

- i). the Contractor shall fail to deliver the equipment or services required by this Contract within the time limits set forth in the Contract, or
- ii). the Contractor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract, or
- iii). the Contractor shall default on any of the other terms set forth within this Contract.

If VITA or an Authorized User deems the Contractor to be in default, VITA or VITA on behalf of any Authorized User shall issue a "Show Cause Notice" identifying the failure/nonperformance and providing Contractor ten (10) days to cure such failure/nonperformance. If Contractor fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part. Such termination shall be deemed a Termination for Default. In such event, the Commonwealth will



only be liable for products and services accepted prior to the date of termination. All costs of de-installation and return of material will be the Contractor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent default on any provisions of this Contract.

Contractor shall submit for resolution any contractual dispute or order dispute to the Commonwealth according to the terms of the Disputes Section of this Contract. Termination of this Contract, for Convenience or for Default, shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has paid all fees for such license and unless Authorized User has terminated such license in accordance with this Contract.

#### **4. DEFAULT**

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VITA, after due written notice to contractor, may procure the goods and services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that VITA or the Authorized User may have.

#### **5. TERM OF LICENSE**

All licenses granted under this Contract are purchased on a non-exclusive, non-irrevocable perpetual license basis and shall commence upon acceptance of the software by the Authorized User. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. Notwithstanding the foregoing, VITA or the Authorized User may terminate any license at any time. This license is perpetual and in no event shall Contractor's remedies for any breach of this Contract include the right to terminate any license or support services hereunder.

#### **6. TERMS OF USE**

The rights of VITA or the Authorized User in software developed at private expense may be restricted by the Contractor in accordance with this Contract. At a minimum however, the Authorized User shall have:

- i). Unlimited use of such software on the equipment for which it is acquired or on any replacement equipment whether or not of similar processing power;
- ii). Use of such software with a backup system if the system(s) for which or with which it was acquired is inoperative because of a malfunction, or during an emergency, or the performance of engineering changes or changes in features or model;
- iii). The right to use such software at any Commonwealth installation to which the computer(s) may be transferred by the Commonwealth;
- iv). The right to copy such software for safekeeping (archives) or backup purposes.

#### **7. No Shrink Wrap**

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for software, or the fact that such other agreement may be affixed to or accompany software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder (and any EULA addendum to this contract, if applicable).

#### **8. WARRANTY**

Contractor warrants the operation of the software identified in this Contract for a minimum of twelve (12) months, or such longer period as may be agreed to, after installation. Software that fails to operate in accordance with the Contractor's Proposal or published specifications will be returned, at Contractor's expense, for replacement. Contractor agrees to replace any non-conforming software within five (5) calendar days after its receipt of the returned software. Warranty service shall include, but not necessarily be limited to, detection and correction or errors, updating of all software to operate with all updated or revised versions of the operating systems for which the software is licensed, and provision of enhancements to the software as they are generally made available. Warranty charges shall include unlimited telephonic support and all travel, labor, and documentation necessary to maintain the software in accordance with Contractor's published specifications.



Contractor warrants the operation of the software/firmware products identified in the Order for a period of twelve (12) months after acceptance. Products failing to meet vendor's published specifications will be returned (at the Contractor's expense) for replacement or a full refund at the Authorized User's option. Contractor agrees to replace the software within three (3) days after receipt of the returned product.

**9. Malicious Code**

Contractor warrants that, to the best of its knowledge, there are no computer viruses, worms, time bombs, or similar components or undocumented features in the software at the time of delivery to an Authorized User; and the software does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the software. Notwithstanding any rights granted under this Contract or at law, Contractor hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Contractor agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

**10. SOFTWARE UPGRADES and Evolution**

The Authorized User shall be entitled to receive any and all upgraded versions of the software that Contractor may make available in the future. The maximum charge to the Authorized User shall not exceed the differential cost of the original version compared to the price of the upgraded version. Should Contractor merge or splinter the Software previously provided to any Authorized User, such action on the part of Contractor shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

**11. TESTING AND INSPECTION**

The Authorized User reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**12. DATE OF ACCEPTANCE**

The date of acceptance for all software shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided. The Authorized User shall be given fifteen (15) days to test the software or services provided under this Contract.

**17. CONDITIONS OF PAYMENT**

All equipment, software, or services provided by Contractor pursuant to this Contract shall be delivered/performed to the satisfaction of the Authorized User and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor shall not receive payment for defective material or work found by the Authorized User to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

**18. NON-APPROPRIATION**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed. Termination for lack of appropriations shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has already paid all fees for such license.

**19. TAXES**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**20. TITLE (SOFTWARE/FIRMWARE)**

Contractor represents and warrants that it is the sole owner of the software or, if not the owner, has received all proper authorizations from the owner to license the software, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person. Title for all material, other than software, provided pursuant to this Contract shall pass to the Authorized User upon payment.



body shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Contractor agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Contractor may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

#### **24. ASSIGNMENT OF CONTRACT**

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of VITA except as follows: Contractor may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party so long as the assignee agrees in writing to be bound by the terms and conditions set forth in this contract, or to an affiliate of Contractor, provided Contractor remains liable for affiliate's compliance with the terms and conditions set forth in this Contract. VITA may assign this Contract to any entity, upon providing written notice to the contractor.

#### **25. SEVERABILITY**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Contractor further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

#### **26. CONTRACTUAL RECORDS**

All contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to VITA and its designated agents for a period of three (3) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

#### **27. Additional Terms and Conditions and Amendments to the Contract**

Any and all terms and conditions contained in, incorporated into, or referenced by the Contractor's proposal, quote, or bid shall be deemed invalid. This Contract may only be amended by an instrument in writing signed by VITA and Contractor.



Award will be based upon the sum total of costs for the "Market Basket" sampling of courses provided.

Multiple awards up to 4 (which includes 1 SWaM award) may be made. Award will consist of the entire catalog of courses available from each selected bidder.

<b>INSTRUCTIONS:</b>							On the following worksheets, enter your firm's data per the following instructions:
<b>NOTE:</b>							<i>Sample data, shown in red font color, has been inserted as a guide on each sheet.</i>
Enter your firm's name in the "COMPANY NAME" column.							
Enter your firm's course data that most closely matches the provided titles.							
Enter the course ID number, your firm's part number, as appropriate.							
Enter your firm's bid price in the "BID PRICE" column. (NOTE: Bid Price = Index Price x Cost Ratio)							
Enter the Publisher's purchase price in the "Index Price" column.							
Enter the Publisher's website URL in the "INDEX URL" column (where the published index price for the course can always be found).							
<b>NOTE:</b>							
The following are <b>mandatory</b> requirements for all course offerings, both those provided in the "Market Basket" list and those offered in your firm's catalog.							
<b>Delivery Mediums -</b>		>>>>	CD-ROM based Delivery	WEB based Delivery	LAN based Delivery		
<b>Course Features -</b>		>>>>	Skill Assessments	HELP Feature	Bookmarking	30 Day No-Cost Preview	
<b>Minimum Number of course offerings per category:-</b>						Administrative features (registration, tracking & reporting)	
IT Professional Development			200				
Desktop Apps/End User Computing			200				

<u>Dunson &amp;</u>	<u>Ref. #</u>	Requested Course Title	Delivery Medium/# users	ID #	Bid Price	Cost Ratio	Index Price	Index URL
		Market Basket Sampling					(Enter the price found on the OEM's website.)	(Enter the Publisher's website where published pricing for the individual course can be found.)
<u>Associates, Inc.</u>		Visual Basic Introduction	single user delivered on CD-ROM	pl-111222s	\$ 99.00	0.77	\$ 129.00	<a href="http://xyzcompany.com/Cprice.html">http://xyzcompany.com/Cprice.html</a>
sample data>>>		Visual Basic Introduction	2 to 25 users delivered LAN Based	pl-333444L	\$ 149.00	0.83	\$ 179.00	<a href="http://hhhcompany.com/Lcost.html">http://hhhcompany.com/Lcost.html</a>
sample data>>>		Visual Basic Introduction	100 user delivered WEB Based	pl-1234W	\$1,295.00	0.76	\$ 1,695.00	<a href="http://hhhcompany.com/Wcost.html">http://hhhcompany.com/Wcost.html</a>
		Professional Development Market Basket Courses (15)						

Enter the number of courses in your library for this category

	1A	TCP/IP Fundamentals	single user delivered on CD-ROM	5619124	\$452	0.70	\$645	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	1B	TCP/IP Fundamentals	2 to 25 users delivered LAN Based	5619124	\$419.89	0.70	\$599.85	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	1C	TCP/IP Fundamentals	100 user delivered WEB Based	5619124	\$216.72	0.70	\$309.60	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	2A	Intro to VB .NET	single user delivered on CD-ROM	5619402	\$549.50	0.70	\$785	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	2B	Intro to VB .NET	2 to 25 users delivered LAN Based	5619402	\$511.04	0.70	\$730.05	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	2C	Intro to VB .NET	100 user delivered WEB Based	5619402	\$263.76	0.70	\$376.80	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	3A	Intro to Java Script Programming	single user delivered on CD-ROM	5619125	\$199.50	0.70	\$285.00	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	3B	Intro to Java Script Programming	2 to 25 users delivered LAN Based	5619125	\$185.05	0.70	\$265.05	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	3C	Intro to Java Script Programming	100 user delivered WEB Based	5619125	\$95.76	0.70	\$136.80	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	4A	Intro to HTML Programming	single user delivered on CD-ROM	5619185	\$409.50	0.70	\$585.00	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	4B	Intro to HTML Programming	2 to 25 users delivered LAN Based	5619185	\$380.84	0.70	\$544.05	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	4C	Intro to HTML Programming	100 user delivered WEB Based	5619185	\$196.56	0.70	\$280.80	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	5A	ORACLE Fundamentals	single user delivered on CD-ROM	5619284	\$270.90	0.70	\$387.00	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	5B	ORACLE Fundamentals	2 to 25 users delivered LAN Based	5619284	\$251.94	0.70	\$359.91	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	5C	ORACLE Fundamentals	100 user delivered WEB Based	5619284	\$130.04	0.70	\$185.76	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	6A	Windows Server 2003 Administration	single user delivered on CD-ROM	5619411	\$409.50	0.70	\$585.00	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	6B	Windows Server 2003 Administration	2 to 25 users delivered LAN Based	5619411	\$380.84	0.70	\$544.05	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	6C	Windows Server 2003 Administration	100 user delivered WEB Based	5619411	\$196.56	0.70	\$280.80	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	7A	SQL Server 2005 Systems Administration	single user delivered on CD-ROM	5619377	\$486.50	0.70	\$695.00	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
	7B	SQL Server 2005 Systems Administration	2 to 25 users delivered LAN Based	5619377	\$452.45	0.70	\$646.35	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>



	7C	SQL Server 2005 Systems Administration	100 user delivered WEB Based	5619377	\$233.52
	8A	C Programming	single user delivered on CD-ROM	5619391	\$270.90
	8B	C Programming	2 to 25 users delivered LAN Based	5619391	\$251.94
	8C	C Programming	100 user delivered WEB Based	5619391	\$130.04
	9A	CISCO Internetworking Design	single user delivered on CD-ROM	5619113	906.5
	9B	CISCO Internetworking Design	2 to 25 users delivered LAN Based	5619113	843.05
	9C	CISCO Internetworking Design	100 user delivered WEB Based	5619113	435.12
	10A	UNIX Fundamentals	single user delivered on CD-ROM	5619393	\$180.60
	10B	UNIX Fundamentals	2 to 25 users delivered LAN Based	5619393	\$167.96
	10C	UNIX Fundamentals	100 user delivered WEB Based	5619393	\$86.69
	11A	Database Fundamentals	single user delivered on CD-ROM	5619287	\$451.50
	11B	Database Fundamentals	2 to 25 users delivered LAN Based	5619287	\$419.90
	11C	Database Fundamentals	100 user delivered WEB Based	5619287	\$216.72
	12A	Web Development Fundamentals	single user delivered on CD-ROM	5619397	\$122.50
	12B	Web Development Fundamentals	2 to 25 users delivered LAN Based	5619397	\$113.93
	12C	Web Development Fundamentals	100 user delivered WEB Based	5619397	\$58.80
	13A	Understanding XML	single user delivered on CD-ROM	5619414	\$139.30
	13B	Understanding XML	2 to 25 users delivered LAN Based	5619414	\$129.55
	13C	Understanding XML	100 user delivered WEB Based	5619414	\$66.86
	14A	Understanding Networking Fundamentals	single user delivered on CD-ROM	5619135	\$549.50
	14B	Understanding Networking Fundamentals	2 to 25 users delivered LAN Based	5619135	\$511.04
	14C	Understanding Networking Fundamentals	100 user delivered WEB Based	5619135	\$263.62
	15A	Data Warehousing	single user delivered on CD-ROM	5619358	\$125.30
	15B	Data Warehousing	2 to 25 users delivered LAN Based	5619358	\$116.53
	15C	Data Warehousing	100 user delivered WEB Based	5619358	\$60.15

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\$621.60	<a href="http://site.iwebcenters.com/dunsonandassociates/catalog.html">http://site.iwebcenters.com/dunsonandassociates/catalog.html</a>
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<b>COMPANY NAME</b>	<b>Ref. #</b>	<b>Requested Course Title</b>	<b>Delivery Medium/# users</b>	<b>ID #</b>	<b>Bid Price</b>	<b>Cost Ratio</b>	<b>Index Price</b>	<b>Index URL</b>
		Market Basket Sampling			NO BID		(Enter the price found on the OEM's website.)	(Enter the Publisher's website where published pricing for the individual course can be found.)
sample data>>>		MS Word, Level 1	single user delivered on CD-ROM	pl-111222C	\$ 99.00	0.77	\$ 129.00	<a href="http://xyzcompany.com/Cprice.html">http://xyzcompany.com/Cprice.html</a>
sample data>>>		MS Word, Level 1	2 to 25 users delivered LAN Based	pl-333444L	\$ 149.00	0.83	\$ 179.00	<a href="http://hhhcompany.com/Lcost.html">http://hhhcompany.com/Lcost.html</a>
sample data>>>		MS Word, Level 1	100 user delivered WEB Based	pl-1234W	\$ 1,295.00	0.76	\$ 1,695.00	<a href="http://hhhcompany.com/Wcost.html">http://hhhcompany.com/Wcost.html</a>
		Desktop Applications/End User Computing (15)						
<b>Enter the number of courses in your library for this category</b>								
	1A	Microsoft WORD 2003 or higher Level 1	single user delivered on CD-ROM					
	1B	Microsoft WORD 2003 or higher Level 1	2 to 10 users delivered LAN Based					
	1C	Microsoft WORD 2003 or higher Level 1	11 to 25 users delivered WEB Based					
	2A	Microsoft EXCEL 2003 or higher Level 1	single user delivered on CD-ROM					
	2B	Microsoft EXCEL 2003 or higher Level 1	2 to 10 users delivered LAN Based					
	2C	Microsoft EXCEL 2003 or higher Level 1	11 to 25 users delivered WEB Based					
	3A	Microsoft POWERPOINT 2003 or higher Level 1	single user delivered on CD-ROM					
	3B	Microsoft POWERPOINT 2003 or higher Level 1	2 to 10 users delivered LAN Based					
	3C	Microsoft POWERPOINT 2003 or higher Level 1	11 to 25 users delivered WEB Based					
	4A	Microsoft ACCESS 2003 or higher Level 1	single user delivered on CD-ROM					
	4B	Microsoft ACCESS 2003 or higher Level 1	2 to 10 users delivered LAN Based					
	4C	Microsoft ACCESS 2003 or higher Level 1	11 to 25 users delivered WEB Based					
	5A	Microsoft PROJECT 2003 or higher Level 1	single user delivered on CD-ROM					
	5B	Microsoft PROJECT 2003 or higher Level 1	2 to 10 users delivered LAN Based					
	5C	Microsoft PROJECT 2003 or higher Level 1	11 to 25 users delivered WEB Based					
	6A	Microsoft WORD 2007	single user delivered on CD-ROM					
	6B	Microsoft WORD 2007	2 to 10 users delivered LAN Based					
	6C	Microsoft WORD 2007	11 to 25 users delivered WEB Based					
	7A	Microsoft EXCEL 2007	single user delivered on CD-ROM					
	7B	Microsoft EXCEL 2007	2 to 10 users delivered LAN Based					



7C	Microsoft EXCEL 2007	11 to 25 users delivered WEB Based					
8A	Microsoft POWERPOINT 2007	single user delivered on CD-ROM					
8B	Microsoft POWERPOINT 2007	2 to 10 users delivered LAN Based					
8C	Microsoft POWERPOINT 2007	11 to 25 users delivered WEB Based					
9A	Microsoft ACCESS 2007	single user delivered on CD-ROM					
9B	Microsoft ACCESS 2007	2 to 10 users delivered LAN Based					
9C	Microsoft ACCESS 2007	11 to 25 users delivered WEB Based					
10A	Microsoft PROJECT 2007	single user delivered on CD-ROM					
10B	Microsoft PROJECT 2007	2 to 10 users delivered LAN Based					
10C	Microsoft PROJECT 2007 o	11 to 25 users delivered WEB Based					
11A	Windows 2003 or higher Level 1	single user delivered on CD-ROM					
11B	Windows 2003 or higher Level 1	2 to 10 users delivered LAN Based					
11C	Windows 2003 or higher Level 1	11 to 25 users delivered WEB Based					
12A	Windows Server 2003 Fundamentals for Users	single user delivered on CD-ROM					
12B	Windows Server 2003 Fundamentals for Users	2 to 10 users delivered LAN Based					
12C	Windows Server 2003 Fundamentals for Users	11 to 25 users delivered WEB Based					
13A	Intro to Microsoft OUTLOOK 2003 or higher	single user delivered on CD-ROM					
13B	Intro to Microsoft OUTLOOK 2003 or higher	2 to 10 users delivered LAN Based					
13C	Intro to Microsoft OUTLOOK 2003 or higher	11 to 25 users delivered WEB Based					
14A	Intro to Microsoft OUTLOOK 2007	single user delivered on CD-ROM					
14B	Intro to Microsoft OUTLOOK 2007	2 to 10 users delivered LAN Based					
14C	Intro to Microsoft OUTLOOK 2007	11 to 25 users delivered WEB Based					
15A	Microsoft Frontpage 2003 Basics	single user delivered on CD-ROM					
15B	Microsoft Frontpage 2003 Basics	2 to 10 users delivered LAN Based					
15C	Microsoft Frontpage 2003 Basics	11 to 25 users delivered WEB Based					





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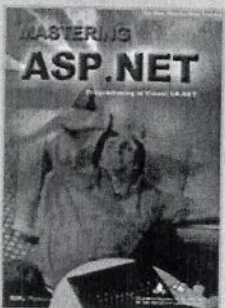
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 ADO.NET 2.0 Essentials  
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 After Effects 6.5  
 ASP. Net With Visual C#  
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 AutoCad 2000 - Levels 1-6  
 AutoCad 2000 Complete  
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 CISSP Certification  
 CIW Administrator  
 CIW Application Developer: CGI Using PERL  
 CIW Application Developer: Dynamic  
     Server Pages  
 CIW Database Specialist  
 CIW Designer  
 CIW E-Commerce Designer  
 CIW Enterprise Specialist  
 CIW Foundation  
 CIW Internetworking Professional  
 CIW Javascript Fundamentals  
 CIW Security Analyst

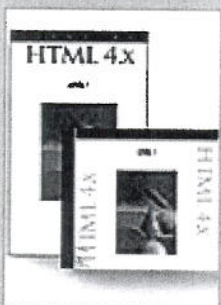
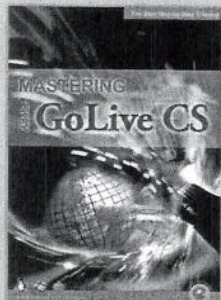
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 Crystal Reports 8, 7-level Set  
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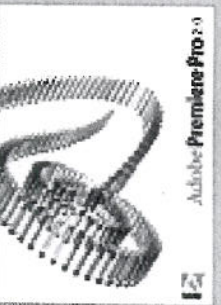
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 Goal Setting Skills  
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 HIPAA Security Part 1 (Intro. for End Users)  
 HIPAA Security Part 2 (Security Safeguards for Practitioners)  
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 Managing Business Risk

Managing Change Skills  
 Managing Generations in the Workplace Skills  
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 MCSE 70-221 Part 2: Remote Access  
 MCSE 70-221 Part 3: WANs  
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 MCSE Exam 70-215 Installing, Configuring, and Administering Windows 2000 Server  
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 MCSE Exam 70-282 Windows Server 2003 Designing, Deploying, and Managing a Network  
 MCSE Exam 70-290 Windows Server 2003 Managing a Server Environment  
 MCSE Exam 70-291 Windows Server 2003 Managing Network Infrastructure  
 MCSE Exam 70-292 Managing and Maintaining a Windows Server 2003 Environment  
 MCSE Exam 70-293 Windows Server 2003 Planning Network Infrastructure  
 MCSE Exam 70-294 Windows Server 2003 Planning Active Directory  
 MCSE Exam 70-296 Planning, Implementing, and Maintaining a Windows Server 2003  
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 Microsoft Excel 2003



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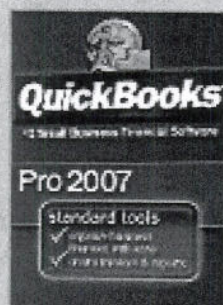
Microsoft Excel 2004 for Mac  
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 Microsoft Outlook 2000  
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 Microsoft Outlook Web Access (OWA) 2003  
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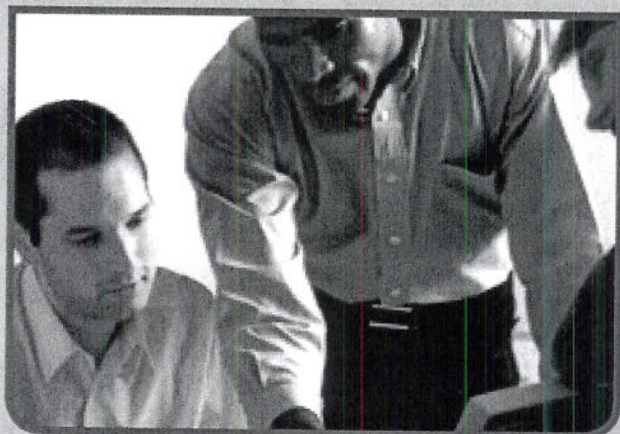
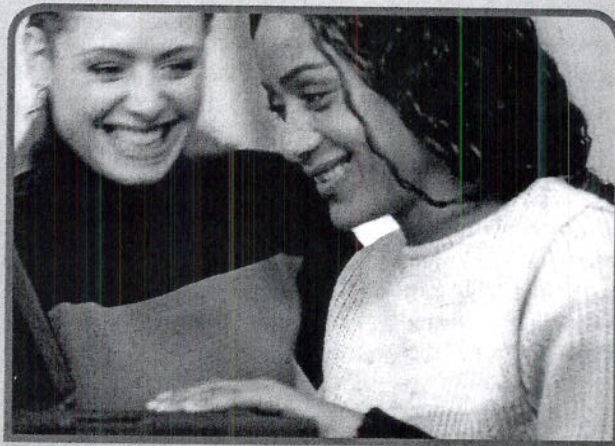
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The Defensive Driving course for personal computers is based on the same content used in the National Safety Council's eight-hour, instructor-led Defensive Driving course, the most widely used driver safety program in the world. More than 45 million drivers have learned to protect themselves on the road by taking part in the National Safety Council programs.

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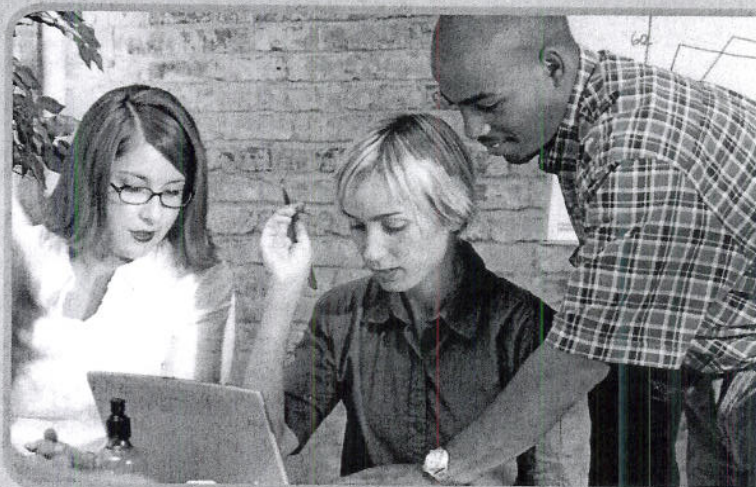
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